

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

NO: 001B2400252

PRINT DATE: 10/14/11

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1410177680
CARGILL INCORPORATED
24950 COUNTRY CLUB BLVD STE 450
NORTH OLMSTED, OH 44070
(800) 600-7258 EXT 4774

REFER QUESTIONS TO:

WALTER JOHNSON
(410) 767-4605
WALTER.JOHNSON@DGS.STATE.MD.US

ITB: 001IT818533

EXPR DATE: 08/31/13
POST DATE: 10/14/11

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NUMBER: (800) 600-7258

STATEWIDE CONTRACT

FOR

BULK ROAD SALT HIGHWAY DEICING

CONTRACT SCOPE: REQUIREMENT OF THE CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND THE USING LOCAL AUTHORITIES WITH THEIR NEEDS FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

CONTRACT PERIOD: DATE OF AWARD THRU AUGUST 31, 2013 (2 YEARS) WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR.

PRICE ADJUSTMENT CLAUSE: THE PRICE ADJUSTMENT FOR THE RENEWAL SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE VENDORS. ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS.

BASIS OF AWARD: THE AWARD WAS MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER ON A LINE ITEM BASIS OR AS DETERMINED BY THE PROCUREMENT OFFICER IN THE BEST INTEREST OF THE STATE OF MARYLAND.

PRICING: THE UNIT COST FOR DELIVERY SHALL INCLUDE THE TOTAL OF THE SALT COST, PLUS TRANSPORTATION COST AND ALL CHARGES FOR EQUIPMENT AND MANPOWER TO DELIVERY TO THE DESIGNATED LOCATION(S) WITHIN THE TIME

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TERMS (cont'd):

PERIOD SPECIFIED.

FUEL SURCHARGE: BASE ON THE CENTRAL ATLANTIC REGION COST AND WILL BE DETERMINED BY WEEKLY ADJUSTMENT CALCULATIONS PER SHA REQUIREMENTS.

ORDERING: THIS CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND OR ITS USERS TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THROUGH THE CONTRACT PERIOD. ORDER "AS-REQUIRED" WILL BE PLACED DIRECT TO THE SUPPLIER BY THE USING AUTHORITY BY ISSUING A SUB-PURCHASE ORDER AGAINST THE BPO. AGENCIES SHALL PROVIDE AT MINIMUM BPO#, BILL TO/SHIP TO ADDRESS, CONTACT PERSON NAME & PHONE NUMBER. THE STATE RESERVES THE RIGHT TO ADD & DELETE LOCATIONS TO THIS CONTRACT AS NEEDED. THE STATE OF MARYLAND PURCHASING CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THE CONTRACT WITHIN PROCUREMENT OFFICERS CARD LIMITATIONS OF \$5,000.00

LIQUIDATED DAMAGES: PER SPECIFICATIONS IN ADDITION TO ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO THE STATE, AND THEY AGREE THAT IN THE EVENT OF ANY SUCH DELAY, THE AWARDED CONTRACTOR SHALL PAY SUCH AMOUNT AS LIQUIDATED DAMAGES. LIQUIDATED DAMAGES MAY BE DEDUCTED FROM AMONIES PAYABLE TO THE AWARDED CONTRACTOR OR AGENCY MAY BILL THE CONTRACTOR AS A SEPARATE ITEM. LIQUIDATED DAMAGES MAY BE PLACED ON THE CONTRACTOR BY THE END USER ONLY AFTER CONSULTATION WITH THE CONTRACTOR AND THE DEPARTMENT OF GENERAL SERVICES.

BILLING: THE STATE AND LOCAL GOVERNMENT AGENCIES INVOLVED WILL AUTHORIZE A PROCESS FOR PAYMENT FOR EACH INVOICE WITHIN NET THIRTY (30) DAYS AFTER THE DATE OF RECEIPT OF GOODS. THE SUCCESSFUL VENDOR IS REQUIRED TO "BILL AS SHIPPED" TO THE RESPECTIVE ORDERING AGENCY(S) THE VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF A COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT. NO PAYMENT WILL BE MADE UNLESS A DELIVERY TICKET IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE USING AGENCY AND IS ACCOMPANIED BY A CERTIFIED WEIGHT SLIP.

INSURANCE PROVISION: THE VENDOR SHALL AT ALL TIMES MAINTAIN AND KEEP IN FORCE SUCH INSURANCE AS COMPENSATION, LIABILITY, AND PROPERTY DAMAGE AS WILL PROTECT HIM FORM CLAIMS UNDER WORKMAN COMPENSATION ACTS AND ALSO SUCH INSURANCE AS WILL PROTECT HIM AND THE PARTICIPATING JURISDICTIONS FROM ANY OTHER CLAIMS FOR DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH, AS WELL AS FROM CLAIMS FROM OPERATIONS UNDER THIS CONTRACT, WHETHER SUCH OPERATIONS BY THE VENDOR OR BY ANY SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM.

SUBCONTRACTOR COMPLIANCE: THE STATE OF MARYLAND RESERVES THE RIGHT TO

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TERMS (cont'd):

REQUIRE THAT THE CONTRACTOR REPLACE ANY SUB-CONTRACTOR HAULER (TRUCKING FIRM) IF THAT SUB-CONTRACTOR'S PERFORMANCE HAS BECOME UNSATISFACTORY TO THE STATE, AND/OR ARE IN VIOLATION OF ANY FEDERAL, STATE, COUNTY LAWS OR REGULATIONS. THE VENDORS DELIVERY SERVICE TO THE VARIOUS LOCATIONS SHALL NOT BE IMPEDED WHILE THEY ARE REPLACING THE TERMINATED SUB-CONTRACTOR.

MANDATORY USAGE REPORT: UNDER THE TERMS OF THE CONTRACT, EVERY NINETY (90) DAYS BEGINNING WITH THE "START DATE" A USAGE REPORT SHALL BE SUBMITTED TO DGS. THE REPORT SHALL CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEM DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND YOUR REPORT TO DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT & LOGISTICS, 301 W. PRESTON STREET, ROOM M-3, BALTIMORE, MD 21201, ATTN: WALTER JOHNSON. YOU MAY FAX THE REPORT TO (410) 333-7022. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY. FURTHERMORE, THE VENDOR MAY BE PRECLUDED FROM BIDDING ON ANY FUTURE REQUIREMENTS.

DRUG COMPLIANCE: THE CONTRACT WARRANTS THAT THE CONTRACTOR WILL COMPLY WITH COMAR 21.11.08. DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR WILL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

ADDITIONAL USER CLAUSE: PURSUANT TO ARTICLE 41, SECTION 18-291 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES AND EQUIPMENT UNDER THIS CONTRACT:

1. A COUNTY OR BALTIMORE CITY;
2. A MUNICIPAL CORPORATION;
3. A GOVERNMENTAL AGENCY IN THE STATE;
4. A PUBLIC OR QUASI-PUBLIC AGENCY THAT;
 - (I). RECEIVES STATE MONEY; AND
 - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3)
5. A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT;
 - (I). EITHER HAS BEEN ISSUED A CERTIFICATION OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOL, AND
 - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE; OR
6. A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL SHALL BE ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES TO ANY STATUTORY OR CHARTER PROVISION. ALL

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TERMS (cont'd):

PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT; (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OF CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES AND; (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

TAXES: ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 300256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

CONTRACT ACCEPTANCE: THE VENDOR WILL BE BOUND BY THE TERMS AND CONDITIONS OF THIS CONTRACT FOR THE DURATION BY SUBMITTAL OF A BID OR UNLESS OTHERWISE CANCELED BY THE DEPARTMENT OF GENERAL SERVICES (DGS). WHERE NO CLARIFICATION TO PARTS OF THIS SOLICITATION IS PROVIDED SHA TERMS AND CONDITIONS TAKE PRECEDENCE.

DELIVERY: SHALL BE COMPLETED WITHIN EIGHT (8) CALENDAR DAYS DURING NORMAL PERIODS AND FIVE (5) CALENDAR DAYS FOR HIGH PERIODS AFTER RECEIPT OF ORDER FROM ALL USERS. DELIVERY WILL BE ALLOWED DURING THE WEEKENDS AND HOLIDAYS ONLY IF THE CONTRACTOR AND THE ORDERING AGENCY MUTUALLY AGREE WITH NO ADDITIONAL REMUNERATION. ROAD SALT MUST BE DELIVERED IN COVERED TRUCKS THAT HAVE UNDERGONE A THOROUGH CLEANING OF THE TRUCK BED. IN THE EVENT THE AUTHORIZED REPRESENTATIVE AT THE DELIVERY POINT DETERMINES THAT THE LOAD IS CONTAMINATED DUE TO A DIRTY VEHICLE THE SHIPMENT WILL BE REJECTED AND COST OF CLEANUP AND/OR REPLACEMENT COST TO BE BORNE BY THE SUPPLIER. THE SODIUM CHLORIDE MUST BE TREATED WITH AN ANTICAKING AGENT IN SUFFICIENT QUANTITY TO PREVENT CAKING DURING STORAGE. TREATMENT MUST BE AT THE SOURCE OF SUPPLY AND UNIFORMLY DISTRIBUTED PER SHA REQUIREMENTS.

WEIGHT VERIFICATION: ALL DELIVERIES MAY BE SUBJECT TO A RANDOM WEIGHT VERIFICATION BY THE MD STATE POLICE AT THE DELIVERY SITE AND ELSEWHERE. ALL DELIVERIES FOUND TO BE ABOVE GVW LIMITATIONS WILL ONLY BE ALLOWED UPON DECLARED EMERGENCY BY THE GOVERNOR OF MARYLAND AND BROADCAST BY THE MARYLAND EMERGENCY MANAGEMENT AGENCY (MEMA).

WILL CALL PICKUP: THE STATE OF MARYLAND AND AUTHORIZED USERS RESERVE

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THE RIGHT TO PICKUP MATERIAL FROM THE VENDORS AUTHORIZED FACILITY LOCATION(S) WITH THEIR OWN TRUCKS WITHIN NORMAL WORKING HOURS (MONDAY THRU FRIDAY, 7:30 AM - 3:30 PM). DURING PERIODS OF CRITICAL NEED CUSTOMER PICKUP WILL BE AVAILABLE TO SHA AND OTHER USERS 24 HRS PER DAY, 7 DAYS PER WEEK. PICKUP WILL BE MADE BY SHA AND/OR SHA CONTRACTED VEHICLES AND OTHER USER AUTHORIZED VEHICLES. STATE OR MUNICIPAL DUMP TRUCKS WITH TEN (10) TON MINIMUM CAPACITY SHALL ONLY BE USED.

ADDRESS OF PICKUP POINT
=====

PRICE PER TON PICKUP BY AGENCY
=====

SPECIALIZED SERVICES
2102 SOUTH CLINTON ST
BALTIMORE, MD 21224

\$95.00

FORCE MAJEURE: NEITHER THE CONTRACTOR OR THE ORDERING AGENCY SHALL BE HELD LIABLE FOR NON PERFORMANCE UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT DUE TO, BUT NOT LIMITED TO, GOVERNMENT RESTRICTION, STRIKE, FLOOD, FIRE, OR UNFORSEEN CATASTROPHE BEYOND EITHER PARTIES CONTROL. EACH PARTY SHALL NOTIFY THE OTHER IN WRITING OF ANY SITUATION THAT MAY PREVENT OR LIMIT PERFORMANCE UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.

OPEN MARKET CLAUSE: IF THE SUCCESSFUL VENDOR IS UNABLE TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF ANY RESULTING CONTRACT AWARD, THE CONTRACT MAY BE CANCELLED IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE PRODUCT SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT. NOTE: IF THE SUCCESSFUL VENDOR IS UNABLE TO PERFORM IN ACCORDANCE WITH THE CONTRACT THEY SHALL CONTACT THE STATE HIGHWAY LIAISON (410) 582-5576 AND THE DGS CONTRACT OFFICER IMMEDIATELY.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	77545-750104	TN	67.9800
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SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (MD-SHA WASHINGTON COUNTY)

SALT COST PER TON: \$47.50

TRANSPORTATION COST PER TON: \$20.48

UNIT COST SALT DELIVERED PER TON: \$67.98

0002	77545-750501	TN	68.2800
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SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (MD-SHA DORCHESTER COUNTY)

SALT COST PER TON: \$47.50

TRANSPORTATION COST PER TON: \$20.78

UNIT COST SALT DELIVERED PER TON: \$68.28

0003	77545-750502	TN	74.5500
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SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (MD-SHA SOMERSET COUNTY)

SALT COST PER TON: \$47.50

TRANSPORTATION COST PER TON: \$27.05

UNIT COST SALT DELIVERED PER TON: \$74.55

0004	77545-750503	TN	70.4900
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SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (MD-SHA WICOMICO COUNTY)

SALT COST PER TON: \$47.50

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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TRANSPORTATION COST PER TON: \$22.99

UNIT COST SALT DELIVERED PER TON: \$70.49

0005	77545-750504	TN	71.9500
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SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (MD-SHA WORCESTER COUNTY)

SALT COST PER TON: \$47.50

TRANSPORTATION COST PER TON: \$24.45

UNIT COST SALT DELIVERED PER TON: \$71.95

0006	77545-750502	TN	79.4500
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SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (UNIVERSITY OF MARYLAND EASTERN SHORE SOMERSET COUNTY)

SALT COST PER TON: \$47.50

TRANSPORTATION COST PER TON: \$31.95

UNIT COST SALT DELIVERED PER TON: \$79.45

0007	77545-750503	TN	71.4800
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SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (CITY OF SALISBURY GOVERNMENT WICOMICO COUNTY)

SALT COST PER TON: \$47.50

TRANSPORTATION COST PER TON: \$23.98

UNIT COST SALT DELIVERED PER TON: \$71.48

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0008	77545-750503	TN	70.4900
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SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (WICOMICO COUNTY GOVERNMENT)

SALT COST PER TON: \$47.50

TRANSPORTATION COST PER TON: \$22.99

UNIT COST SALT DELIVERED PER TON: \$70.49

0009	77545-750503	TN	74.3600
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SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (CITY OF FRUITLAND GOVERNMENT WICOMICO COUNTY)

SALT COST PER TON: \$47.50

TRANSPORTATION COST PER TON: \$26.86

UNIT COST SALT DELIVERED PER TON: \$74.36

0010	77545-750504	TN	76.2500
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SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (TOWN OF OCEAN CITY GOVERNMENT WORCESTER COUNTY)

SALT COST PER TON: \$47.50

TRANSPORTATION COST PER TON: \$28.75

UNIT COST SALT DELIVERED PER TON: \$76.25

0011	77545-750104	TN	67.9800
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SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (WASHINGTON COUNTY GOVERNMENT)

SALT COST PER TON: \$47.50

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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TRANSPORTATION COST PER TON: \$20.48

UNIT COST SALT DELIVERED PER TON: \$67.98

0012	77545-750104	TN	65.8700
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SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (CITY OF HAGERSTOWN
GOVERNMENT WASHINGTON COUNTY)

SALT COST PER TON: \$47.50

TRANSPORTATION COST PER TON: \$18.37

UNIT COST SALT DELIVERED PER TON: \$65.87

0013	77545-750104	TN	67.4000
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SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (TOWN OF WILLIAMSPORT
WASHINGTON COUNTY)

SALT COST PER TON: \$47.50

TRANSPORTATION COST PER TON: \$19.90

UNIT COST SALT DELIVERED PER TON: \$67.40

END OF ITEM LIST

VENDOR FEDERAL TAX IDENTIFICATION NUMBER: 41-0177680

VENDOR PHONE NUMBER FOR PLACING ORDER: (800) 600-7258

VENDOR LIAISON CONTACT PERSON: DANIELLE WILFORD

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AUTHORIZED BY: 

BUYER AUTHORIZED DESIGNEE

DATE: 10/14/11